



Assured Shorthold Tenancy Agreement

This Tenancy Agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988, as amended by Part III of the Housing Act 1996. The agreement is made and agreed between the parties, referred to as the Landlord (1) and the Tenant (2) and to the extent relevant, any Guarantor (3), as defined below and who shall be collectively referred to as 'the parties'. As such this is a legal document and should not be used without adequate knowledge of the law of Landlord and Tenant.

THIS AGREEMENT is made on the date specified hereunder BETWEEN the Landlord, Tenant(s) and Guarantor(s). It is intended that the tenancy created by this agreement is and shall be an Assured Shorthold Tenancy within the meaning of the Housing Act 1988, as amended by the Housing Act 1996.

Tenancy Dated:	
Landlord(s):	
Landlord(s) Agent:	Sexi Property Group. 19 Manolis Yard, 5 Back Colquitt Street, Liverpool L1 4NL
Tenant(s):	
Permitted Occupier(s):	
Guarantor(s): Address(s):	
Described as:	
Situated at and being:	
Term:	
Rent:	£000.00 Per Calendar Month , payable in advance by Standing Order to the account SEXI PROPERTY GROUP; <u>Sort Code:</u> 30-65-62; <u>Account Number:</u> 34485468, nominated by the landlord or the landlords agent; to be received in cleared funds on or before the due date
Payable:	In advance by equal monthly payments on the th day of every month
Deposit:	£0.00

Sexi Property Group 19 Manolis Yard, 5 Back Colquitt Street, Liverpool L1 4NL
Telephone: 0151 7060500 Email: info@sexipropertygroup.co.uk Web: www.sexipropertygroup.co.uk

Deductions may be made from the Deposit in accordance to clause 5 of the Tenancy Agreement. The Tenant pays the deposit as security for performance of the Tenants obligations and to compensate the Landlord for any breach of those obligations. It is agreed that this sum shall not be transferable by the Tenant in any way and at any time against payment of rent and that no interest shall be payable on this deposit. Circumstances in which the deposit or part thereof may be retained by the Landlord or the Landlords Agent.

The Deposit Holder will register the Deposit with the Deposit Protection Scheme, DPS, and provide to the DPS other required information within 30 days of the commencement and provide proof to the Tenant of compliance. In the event that the Deposit Holder fails to provide proof within the required time period then the Tenant should obtain independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

Procedure for Dispute at the End of the Tenancy:

- A1. Where the parties have agreed as to how the Deposit should be returned, whether that be in full or in part, then either party can go online at www.depositprotection.com and initiate the Joint Deposit Repayment (JDR) Process. The Landlord/Landlords Agent or a sole/lead Tenant can do this by logging into their account and selecting 'Request a Repayment'. The on-screen guidance will take them through the process of initiating a repayment. DPS will then send a notification to the other party advising them to either log in and respond to the claim (if they have a valid email address or a valid mobile phone number) or to fill out a paper form which The DPS will send to them. Alternatively, either party can request a paper Joint Deposit Repayment Claim Form from the DPS.
- A2. In the event that the parties fail to reach an agreement on how some or all of the deposit should be repaid, they have the option to use the free Alternative Dispute Resolution (ADR) Service. This service is operated by The DPS. The ADR Service is an evidence based adjudication process, which will request both the Landlord and the Tenant to supply documentary evidence of the claim against the deposit/disputed sum. In the event that a Landlord or a Tenant does not provide their consent for the Dispute to be resolved through the ADR Procedure, the Dispute must be resolved by the parties or through the courts
- A3. If a third party obtains a court order against the Landlord or Tenant, the DPS will only release the Deposit if the court order specifically refers to the Deposit and/or the scheme administrator holding the Deposit and includes a direction as to how much of the Deposit is to be paid to the successful claimant. If the court order does not include a reference to the Deposit, or to the scheme administrator, The DPS will be unable to release the Deposit until either the order is amended or a third party debt order is obtained.
- A4. If either party has no current address for the other or the other fails to respond to the party's written notice requiring that the party be paid some or all of the Deposit within 14 calendar days of the end of the Term, the party may follow the Single Claim Process.
- A5. Either party can instigate a dispute by indicating a disputed amount through The DPS website (or by paper form) and providing their agreement to use the ADR service.
- A6. Once The DPS have had notification of a dispute via a duly completed JDR Form (either online or on paper form), they will retain the disputed amount and issue an Agent/Landlord's Evidence

Form to the Landlord/Landlords Agent. This Agent/Landlord Form must be fully and properly completed and received by the DPS within 14 calendar days of it being issued. On receipt of this Agent/Landlords form, the DPS will summarise the evidence and send the summary to the Tenant with a blank Tenant's Evidence Form.

- A7. The Tenant's Evidence Form must be fully and properly completed and received by the DPS within 14 calendar days of it being issued. The Lead Tenant must complete the Tenant's Evidence Form on behalf of all Tenants.
- A8. The DPS will provide the Landlord/Landlords Agent with a summary of the Tenant's evidence and allow the Landlord/Landlords Agent 7 calendar days to either accept or disagree with the contents of the Tenants reason for dispute, as summarised, and to submit any additional evidence. Regardless of whether or not the DPS receives a response from the Agent/Landlord within 7 calendar days, the dispute will be referred to the Adjudicator.
- A9. The Adjudicator will have 28 days from the date of receiving the file in order to make a decision based on the papers provided by the parties.
- A10. All payments will be released from the DPS within 10 calendar days of; processing a Joint Custodial Deposit Repayment Form; of the date of the decision; on receipt of a court order which includes a reference to the Deposit

The Landlord confirms that the information provided to the Landlords Agent and the Tenant is accurate to the best of his knowledge and belief.

The Tenant has been given the opportunity to examine this information and confirms by signing this document that the information is accurate to the best of the Landlord's knowledge and belief.

The Letting:

The Landlord agrees to let and the Tenant agrees to take the Property as specified in the Agreement upon the terms and conditions herein together with the contents, which may be in an inventory, and the Tenants accepts the Property and the contents in the condition they are now in.

1 Generally:

- 1.1 This Agreement is for the letting of a dwelling which is either unfurnished or has been furnished in accordance with the inventory (if any) signed between the parties.
- 1.2 This Agreement is intended to create an Assured Shorthold Tenancy in accordance with Section 19A of the Housing Act 1988, as inserted by Section 96 of the Housing Act 1996.
- 1.3 The provisions for recovery of possession of the Property, also in the event of a sale by the Landlord, contained in Section 21 of the Housing Act 1988, as amended by Sections 98 and 99 of the Housing Act 1996 shall apply.
- 1.4 This Agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985, where applicable to this tenancy. This makes provision for the Landlord to repair the structure and exterior of the Property and certain installations in the Property.
- 1.5 The Landlord is the person or persons stated, or any person entitled to possession if the tenancy were to end. Where this Agreement refers to the Landlord or the Landlords Agents as specified.

- 1.6 The Tenant is the person or persons stated, or any person deriving title under the tenancy agreement. The Permitted Occupiers will not be granted a tenancy or any other interest in the Property. Without prejudice to the rights and obligations of the Tenant under this agreement the Permitted Occupiers must comply with all the terms of this Agreement. Breaches by the Permitted Occupiers will be deemed to be breaches by the Tenant.
- 1.7 Where either party is two or more people, their obligations and liabilities, under this Agreement are joint and several. Where his or he appears read his/her/their or he/she/they.
- 1.8 The Property is the dwelling stated, together with any outside space or garden and, where applicable, the Landlord's contents, fixtures and fittings in the premises or as stated in any inventory.
- 1.9 Any reference to the Property includes a reference to any part of the premises. Any reference to the tenancy or the Term includes any extension or continuation of the Term and any statutory periodic tenancy. Any reference to any items specified either in the inventory (if any) or any items included in the Property or the fixtures and fittings, is a reference to any of them. Any reference to any statutory enactment or regulations includes a reference to any amendments or modifications to the same.
- 1.10 The Tenant will in a timely manner forward to the Landlord any correspondence addressed to the Landlord and received at the Property.
- 1.11 It is agreed by all parties that if any term or provision in this Agreement shall in whole or part be held to any extent to be illegal, invalid or unenforceable under any rule of law, that term or provision or part should be deemed to not form part of this agreement and the enforceability of the remainder of this Agreement shall not be affected.
- 1.12 Upon execution of this Agreement the Tenant shall be responsible for the declaration and payment of any and all duties or taxes due in accordance with the Stamp Duty Land Tax legislation. Further the Tenant is responsible for making appropriate declarations in respect of any subsequent linked agreements or tenancies and the payment of any duty or taxes due. The Tenant should take independent advice in relation to their current or future liabilities in this regard.

2 Head lease:

- 2.1 Where the Landlord's interest is derived from a head lease, the Tenant will observe the restrictions in the head lease applicable to the Property. In this case the Property and the tenancy will be subject to the reservations and rights of entry stated in the head lease.

3 Communal areas:

- 3.1 Where the Property is only part of a building, the Tenant will have access (in common with others) to appropriate access ways and hallways or other shared facilities, but only to the extent that the Landlord can lawfully grant the same.

Tenants Obligations:

During the Tenancy the Tenant shall:

4 Rent:

- 4.1 Pay the rent, whether legally demanded or not, in the manner and at the times specified within this Agreement without deduction or set off.
- 4.2 Pay the initial months' rent on or before the Commencement Date and all subsequent rent by Standing Order by the due date or as otherwise directed. Should the tenancy term be paid in advance subsequent terms will be due on the same basis, unless agreed otherwise.

- 4.3 Notify the Landlord immediately on becoming aware of any matter which may have a material bearing on the Tenants ability to pay the rent or otherwise to comply with the terms of the Agreement.
- 4.4 Where the Tenant is in receipt of Housing Benefit, the Tenant will issue, upon the request of the Landlord, instructions to ensure that such benefit is payable directly to the Landlord or the Landlords Agent to a nominated bank account. The Tenant will remain responsible for any shortfall in the amount received and the rent payable in accordance with the terms of this Agreement.
- 4.5 Notify the Landlord of any changes in his circumstances that may affect the amount of benefit payable. The Tenant is responsible for the payment of rent at all times and in particular where there is any interruption or non-payment of benefit or any reclaim of benefit during and after the tenancy.
- 4.6 Indemnify the Landlord the Landlords Agent against all costs incurred in pursuing payment of rent including but not limited to Bank charges, solicitor's costs etc.
- 4.7 Notify the Landlord immediately on becoming aware of any matter which may have a material bearing on the Tenants ability to pay the rent, including shortfall payments, or otherwise to comply with the terms of the Agreement.
- 4.8 Where rent is paid by a person other than the Tenant, it will be deemed to have been paid on behalf of the Tenant.
- 4.9 **The Tenant is reminded that they remain ultimately responsible for the payment of rent (and other charges and costs) for the whole of the contractual term WHETHER OR NOT they are in receipt of housing benefit, and in particular where there is any interruption or non-payment of such benefit at the onset or during the tenancy and in the event of any reclaim of benefit during or after the tenancy. The tenant is also responsible for the rent on any void period which should arise after vacation where the property cannot be let due to the tenants misuses of the property.**

5 The Tenancy Deposit:

- 5.1 The Deposit is to be paid by the Tenant to the Landlords Agent.
- 5.2 The Deposit is held by the DPS. The Deposit is registered in a lead Tenant name which will be held on behalf of all named Tenants. The lead Tenant is the individual tenant that acts on behalf of all the other Tenants and any third party when dealing with the DPS. The lead Tenant must ensure that all Tenants and any third party receive the appropriate share of any Deposit that is to be repaid to them. The deposit will be returned as a whole at the end of the agreed Term, minus deductions. Should the Tenants change during the tenancy the Deposit will continue to be registered as a whole.
- 5.3 Any interest earned on the Deposit whilst it is held by The DPS will be retained by the DPS.
- 5.4 The Deposit has been taken and is held for the following purposes
 - 5.4.1 Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord.
 - 5.4.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Agreement, including those relating to the cleaning of the Property, its fixtures and fittings.

- 5.4.3 All tradesmen sent to the property by the Agent are approved sub-contractors and will arrange an appointment with the Tenant unless the Tenant agrees for the contractor to access the property without the Tenant being present. If you the tenant does not provide access after arranging an appointment with the contractor, a call out fee unique to each contractor may be passed on to the Landlord by the contractor, in which this charge will be passed on to the Tenant. This is not limited to any tradesmen instructed by our company, the landlord or the block management company.
- 5.4.4 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable.
- 5.4.5 Any rent or other money due or payable by the tenant under the Agreement of which the Tenant has been made aware and which remains unpaid after the end of the tenancy term.

The deposit is safeguarded by the Deposit Protection Service, which is administered by:

The Deposit Protection Service
The Pavilions, Bridgewater Road, Bristol, BS99 6AA
Tel: 0330 303 0030
contactus@depositprotection.com
www.depositprotection.com

For full details of the scheme please see
The Deposit Protection Service - Deposit Protection Custodial Scheme Terms and Conditions available from their website.

The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 5.1 - 5.4 above.

6 Use:

- 6.1 Use the Property in a Tenant like manner only as a private dwelling, in the occupation of the Tenant and any Permitted Occupiers, and will not (nor allow others to) use it for any improper, immoral or illegal purposes.

7 Damage:

- 7.1 Not (nor allow others to) cause any damage or injury to the premises, but will preserve the Property in the same condition that it was given over to the Tenant, reasonable wear and tear and accidental damage by fire or any other risk, against which the Landlord has effected insurance, excepted.
- 7.2 Take all necessary steps to prevent frost damage to the Property. Further the Tenant will keep the Property aired and warmed to prevent damage caused by condensation. Any damage so caused will be the responsibility of the Tenant.

8 Noise and nuisance:

- 8.1 Not to cause, or allow household members, or visitors to engage in anti-social behaviour, which means any conduct causing or capable of causing a nuisance or annoyance to the landlord, other occupiers, neighbours or people engaging in lawful activity within the locality. (Examples of anti-social behaviour include failure to control dogs or children, leaving gardens untidy, not properly disposing of rubbish, inconsiderate use of the property, as well as more serious problems such as noise, violent and criminal behaviour, domestic abuse, the supply and use of controlled drugs, and intimidation, harassment or victimisation on the grounds of a persons' race, sex (gender), sexual orientation, disability, age, religion or belief, pregnancy or maternity status, socio-economic status)
- 8.2 Not obstruct any common passageway or staircase including hallways and fire exits and shall not place nor keep anything therein without prior consent of the Landlord.

9 Trades:

9.1 Not (nor allow others to) carry out any profession, trade or other business on the premises.

10 Insurance:

10.1 Be responsible for arranging and maintaining his own insurance cover for his own contents within the Property during the course of the tenancy.

10.2 Not (nor allow others to) do anything which may make void (or increase the premium of) any relevant insurance policy including any policy arranged by the landlord.

Sexi Property Group work in partnership with Let Alliance who will provide you with a no obligation quote for tenant liability insurance upon completion of your reference application. The agent receives a small amount of commission for any policy in place and paid for each month where policies are taken through Let Alliance quoting the agent details. Alternatively, you can provide Sexi Property Group with a copy of your current policy details prior to your move in.

Under the terms of the Tenant Agreement, the Landlord is only responsible for insuring the building. The landlord of the property hereby agrees to enter into a tenancy agreement with the tenant/s named herein, upon the condition that there is also a requirement within that Agreement for the tenant to arrange adequate liability insurance for the period of the tenancy for an amount that the landlord or his agent deem to be sufficient but to a minimum level of £2,500.00 to protect the landlords fixtures and fittings against accidental damage caused by the tenant(s) and their visitors.

The ingoing inventory will be used as a mechanism in which to compare and assess any damage at the end of tenancy. The tenant agrees and accepts that the insurance held by the Landlord does not cover the tenant's belongings, and tenants are therefore responsible for taking out contents insurance to protect their own contents and valuables if they so require this insurance cover.

10.3 Notify the Landlord immediately in the event of loss or damage by fire, theft, impact or other causes in order to enable the Landlord to make a claim to the Landlord's Insurance Company.

11 Assignment, subletting and sharing:

11.1 Not (nor allow others to) assign, sublet, part with possession of the premises in any way or receive paying guests on the Property.

12 Alteration of premises:

12.1 Not (nor allow others to), place or attach any pictures, paintings, posters or the like on the interior of the Property.

12.2 Not (nor allow others to), place any signs, notice board or other advertisements or the like on the exterior of the Property.

12.3 Not (nor allow others to) change any of the decorations, furnishings or any of the fixtures or fittings, (where applicable) at the Property.

12.4 Not (nor allow others to) remove any of the items specified in the inventory (if any) or any of the landlord's possessions, from the Property.

- 12.5 Not (nor allow others to) make any alterations to the Property, including the fitting or changing of locks to any of the doors at the Property or to take any action to split or divide any part of the accommodation.
- 12.6 Not use any of their own appliances, including gas cookers, at the property unless they have been certified safe and installed by a suitably qualified engineer at their own expense.
- 12.7 Not (nor allow others to) keep or store at the Property any solid, liquid or any other matter, apart from properly stored fuel, which may constitute a hazard to the Landlords Agents, current or future occupiers, the Property or neighbours.

13 Pets:

- 13.1 Not (nor allow others to), keep or allow pets of any kind at the Property.

14 Smoking:

- 14.1 Not (nor allow others to), smoke within any part of the Property.

15 Cleaning and maintenance:

- 15.1 Be responsible for cleaning, repairing and replacing and keeping free from all blockages and obstructions all baths, sinks, lavatory cisterns, drains, gutters, pipes, chimneys, and the like (where applicable).
- 15.2 Be responsible for the maintenance of any garden areas and for keeping such areas neat and tidy, including keeping hedges trimmed and any grass cut, and free from weeds. The Tenant further agrees not to remove any established trees shrubs or other plants without the Landlords consent.
- 15.3 Be responsible for dealing with any pest infestation that may occur and ensure that all appropriate action is taken to eliminate and prevent such infestations.
- 15.4 Keep the interior of the Property in good repair and condition and in good decorative order.
- 15.5 To replace any electric light bulbs or tubes or fuses which may fail for any reason.
- 15.6 To maintain and/or replace any existing Television or other aerial at the Property during the Term of the tenancy.
- 15.7 To re-check the alarm upon arrival at the property to ensure the smoke alarm is still in working order. Should there be any problems, this must be reported immediately to the Landlord or the Landlords Agent.
- 15.7.1. To carry out regular checks on the smoke alarm to make sure they are functioning correctly (weekly). If the smoke alarms are not working at any point during the tenancy, the Tenant accept responsibility to change the battery. If this does not resolve the problem and the smoke alarm is still not working, the fault must be reported to the Landlord or the Landlords Agent.
- 15.8 Be responsible for the duration and at the end of the term, for the professional cleaning of any carpets, curtains, linen, furnishings or other items listed in any inventory or at the Property to maintain its condition.
- 15.9 Be responsible for the cleaning of the windows and for immediately replacing any broken glass, howsoever caused.
- 15.10 In the event of malicious damage the Tenant must report the matter to the Police and obtain a crime reference number. The Landlord may, at their own discretion, submit an insurance claim.

- 15.11 Not deposit or allow to accumulate any rubbish at the Property or in any garden.
- 15.12 Bear the full cost of any works undertaken in the event of problems arising at the Property which are a result of negligence on behalf of the tenant, such as incorrect operation or misuse of appliances, failure to check fuses etc. The Landlords Agents decision shall be final in this matter.
- 15.13 Notify the Landlords Agent of any damage or wants of repair. Such reports should be made to the Landlord Agents central property management department on the dedicated repair line.

16 Supplies:

- 16.1 Be responsible for informing the relevant authorities of the change of occupancy and for the payment of bills generated for the supply and consumption of any services such as gas, electricity, telephone, water etc and TV licence. The Tenant will not do anything that may cause the disconnection of any of these supplies.

17 Council tax:

- 17.1 Be responsible to pay council tax (or any similar tax or levy) and to indemnify the Landlord against any such obligation, which the Landlord may incur during the tenancy by reason of the Tenant ceasing to occupy the Property as his sole residence or where the Property is deemed to be a House in Multiple Occupation (HMO).

18 Rights of access:

- 18.1 Allow the Landlord and/or his Agent access to the Property at reasonable hours during the day, (except in emergencies) to inspect the Property and effects therein and to carry out any works the Landlord deems necessary. Access must be given within 48 hours' notice being received or the Landlords Agent has the right to access the Property.
- 18.2 Allow the Landlord and/or the Landlords Agent access to the Property at reasonable hours during the final two months of the tenancy, to show the Property to prospective tenants or at any time during the tenancy to show the Property to a prospective purchaser or anyone acting on his behalf, and to allow any estate agents notice to be fixed to the Property indicating that it is to be let or sold.
- 18.3 Allow access for the Landlords Agents or contractors to carry out any such inspection required by current or subsequent legislation or regulation including, but not limited to, gas safety inspections.
- 18.4 Allow the owner of any neighboring property, their authorised agents or workmen access to the property at all reasonable times to carry out any works required under the Party Wall Act 1996.

19 Security:

- 19.1 Take all reasonable steps to ensure the security of the Property, including fastening all locks to all doors and windows and activating any burglar alarm, to avoid unauthorised access to the Property. For the avoidance of doubt any existing maintenance contracts or monitoring services on any intruder alarm system should be kept in place at the cost of the Tenant during the Tenancy.
- 19.2 The Tenant should notify the Landlord if he intends to leave the Property vacant for a period in excess of 21 consecutive days.
- 19.3 Not to change any locks, keys or access codes to any security alarm systems without Landlords consent.

20 Vacation of Property/Tenants Notice:

- 20.1 Give at least one months' notice in writing of his intention to vacate at the end of the Term, such notice to be given prior the rent due date. It is accepted that nothing in this Agreement shall give the

Tenant any right to continue this tenancy after the expiry of this Agreement, however, where the tenancy is a continuation or a statutory periodic tenancy the Tenant will be required to give one full month's notice of his intention to vacate. Such notice from the tenant is to expire at the end of a rent period. Failure to provide such notice will leave the Tenant liable for rent and other outgoings up to the end of the following rent period. If a landlord reference is required for a new landlord or agent a compulsory reference fee of £20.00 inclusive of VAT per tenant will be chargeable to the new landlord, agency or reference provider, no references will be provided until the fee has been paid.

- 20.2 In the event that the Tenant shall unlawfully repudiate or attempt to unilaterally terminate this Agreement prior to expiry of the Term or subsequent notice, then without prejudice to all claims by the Landlord against the Tenant at common law or otherwise, to pay to the Landlord the full cost of re-letting the Property equivalent to one months rent charge, and all loss of rent or other monies, costs incurred by the Landlord as a result of the same including the change of locks/postboxes where keys are not returned or missing, or if fobs, parking permits/passes are not returned.
- 20.3 Return the Property to the Landlord at the end of the tenancy in the same condition and state of repair as at the commencement of the tenancy based on the inventory report prepared, reasonable wear and tear and accidental damage by fire or any other risk against which the Landlord has affected insurance excepted. The Tenant will be responsible for cleaning, repairing or replacing all damage to the Property or contents as may be dirty, missing, broken, stained, chipped or cracked or otherwise damaged. The tenant has a duty to maintain the condition of the property. The Landlord will have recourse to the Deposit in all circumstances if the tenant has not completed these works to a satisfactory standard upon returning the property to the agent or landlord.
- 20.4 Clear all of his own personal effects and any rubbish from the Property on or before the end of the tenancy. Any items left at the Property following 7 days from the vacation date will be removed and disposed of or destroyed without reference to the Tenant. The Tenant will be responsible for any and all costs involved. Neither the Landlord and the Landlords his Agent will be responsible for any loss or damage as a result of such removal. The Tenant further indemnifies the Landlord and his Agents against any third party claim following the removal and disposal or destruction of any such items.
- 20.5 Return all the keys for the Property to the Landlord, before 4.30 p.m. on the last day of the tenancy by prior arrangement with the Landlord, including any duplicates made. In the event that keys are not returned by the correct date and time, the Tenant will pay damages to the Landlord at a rate equal to the daily rent until such time as keys are returned to the satisfaction of the Landlord. The Landlord reserves the right to change locks at the property if keys are not returned and in this event the Tenant will reimburse the Landlord for such costs.
- 20.6 Inform the Landlord immediately upon receipt of any notice affecting the Property that may be served upon the Tenant or left at the Property or that may otherwise come to the attention of the Tenant.
- 20.7 Inform the Landlords agent at least one month prior to the expiry of the Term date of the intention to renew for a further term. If the Tenant does not confirm its intention to renew for a further term the rent will be increased by 5% Per calendar month or equivalent to whichever frequency the rent is demanded will apply to commence at the start of a new rent due period. The tenancy will be deemed as a Statutory Periodic Tenancy.
- 20.8 Upon receipt of notice to vacate, all properties will be remarketed as per the Landlord's instructions. Should formal notice be retracted and we have a pending application for the property, the current tenants will be held liable to cover all costs associated with the cancellation of the new tenancy application.

IT IS FURTHER AGREED: -

21 Forfeiture:

- 21.1 Where the rent, any part of it, or any other sum due from the Tenant under this Agreement, is in arrears of fourteen days or more after it has become due (whether legally demanded or not);or
- 21.2 Where any of the grounds listed in Schedule 2 of the Housing Act 1988, as amended by the Housing Act 1996 apply, being 2, 8, 10, 11, 12, 13, 14, 15 or 17;or
- 21.3 Where the Tenant shall become bankrupt or shall enter into any composition with creditors or suffer any distress of his goods in the Property; or
- 21.4 Where there is a breach of any of the obligations on the part of the Tenant; then the Landlord may re-enter the premises (or any part thereof) and the tenancy will immediately be determined without prejudice to any other rights and remedies of the Landlord. This is subject to any statutory restrictions on the Landlord's power to do so. A court order will be required if anyone is residing at the Property.

22 Interest/Charges on payments in arrears:

- 22.1 Where the rent, or any other sum due from the Tenant, under this Agreement, is in arrears (whether legally demanded or not), any arrears over 14 days will incur an interest charge 3% above the bank of England base rate until the account is cleared. If the account enters 14 days arrears, any interest charge can and will be backdated to the first day of arrears.
- 22.2 Where rent or any other sum due from the Tenant, under this Agreement, is in arrears (whether legally demanded or not), the Tenant will be responsible for any and all additional costs or charges incurred in pursuing arrears or other monies outstanding. Such charges to include, but not limited to, the Landlords solicitors and professional advisors.

THE LANDLORD AGREES WITH THE TENANT AS FOLLOWS: -

23 Quiet possession:

- 23.1 That, subject to the Tenant paying the rent and observing and performing the obligations as set out in this Agreement, he may quietly possess and enjoy the Property during the tenancy without any interruption from the Landlord or any person claiming under or in trust for the Landlord.

24 Gas safety regulations:

- 24.1 To arrange the annual gas safety inspection of any gas installation including any gas heating system and gas appliances within the Property and to ensure that they are checked by a British Gas or CORGI registered technician, in accordance with The Gas Safety (Installation and Use) Regulations 1998. It is necessary that the ventilators provided for this purpose in the Property should not be blocked, and that any brown or sooty build up on any gas appliance (or failure of any gas appliance) should be reported immediately to the Landlord or his Agent.

25 Furniture safety regulations:

- 25.1 To be responsible for ensuring that any furniture supplied by the Landlord complies with The Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended (but subject to the transitional provisions of those regulations).

26 Outgoings:

- 26.1 To be responsible for indemnifying the Tenant against all outgoing and assessments in respect of the Property, except those stated as being the Tenant's responsibility in this Agreement.

27 Insurance:

27.1 To insure the Property and, at the Landlords discretion, the Landlords Contents only, against loss or damage by fire and other risks usually covered under a household policy of insurance and any other such risks as the Landlord may consider reasonably necessary.

27.2 To be responsible for returning to the Tenant any portion of rent paid for any period that the Property is rendered uninhabitable by fire or other risk against which the Landlord has affected insurance.

28 Necessary consents:

28.1 That any consents necessary to enable him to enter into this Agreement, (whether from superior lessors, mortgagees or others), have been obtained.

29 Services:

29.1 To keep in repair and proper working order the installations contained in the Property for the supply of water, gas and electricity, where provided at the commencement of the tenancy.

30 Repair:

30.1 To maintain the Property in tenantable repair and condition in accordance with S.11 of the Landlord and Tenant Act 1985, as amended.

31 Notices:

31.1 Any notice to the Tenant authorised or required to be served under this Agreement, or any Statutory Provision relating to this tenancy, sent by either First Class Post, or Registered Post will be deemed to have been served on the Tenant 48 hours after posting whenever and whether the Tenant could have physically received the notice or not. If the receiving party is more than one person, a notice to one is notice to all.

31.2 Any notice as detailed above which is hand delivered to the Property will be deemed to have been served on the day of service whenever and whether the Tenant could have physically received the notice or not.

32 Section 47 & 48 of the Landlord and Tenant Act 1987:

32.1 The Tenant is hereby notified that in accordance with sections 47 & 48 of the Landlord and Tenant Act 1987, the address for the Tenant to serve Notices on the Landlord (including Notices in proceedings), is given here:

{landlords_name}
C/o Sexi Property Group, 19 Manolis Yard, 5 Back Colquitt Street, Liverpool L1 4NL

Such notices to be served personally or by Registered Post between 9.30am and 5.00pm Monday to Friday.

33 Smoke Alarms:

33.1 The Landlord or Landlord's Agent will test the smoke alarms prior to the tenancy start date to ensure they are in full working order. The tenant shall be responsible for testing any smoke detectors fitted in the property on a regular basis (weekly) and replacing the batteries as necessary.

Special Clauses

It is further agreed with the tenant and landlord;

Tenants Obligations

The tenant agrees that the Landlords' Agent may provide the tenant's name, address and other contact details to third parties including, but not limited to, the landlord, contractors, referencing companies, utility providers, the local authority and the appropriate tenancy deposit protection scheme provider.

Agreement Dated:

The landlord hereby agrees to let the Property and the Tenant hereby agrees to take the premises for the rent, period and in accordance with the terms and conditions stated within this Agreement.

Signed by Sexi Property Group

As Agents for:

{landlords_name}:

OFFICE CONTACT SIGN HERE

Date:

Signed by the Tenant:

(INSERT TENANT NAME HERE)

TENANT SIGN HERE

Date:

Signed by the Guarantor (if any):

(INSERT GUARANTOR NAME HERE)

GUARANTOR SIGN HERE

Date:

The Guarantor agrees with the Landlord: -

That if the Tenant fails to pay rent or other monies due or defaults in carrying out any terms of the Agreement the Guarantor will indemnify and keep indemnified the Landlord and the Landlords Agent against any losses, claims, liabilities, costs and expenses arising out of or in connection with such failure or default of the Tenant. For the avoidance of doubt the Guarantor will remain liable for the acts or omissions of the Tenant, during their occupation of the Property, for the duration of the Term tenancy and any subsequent renewals or extensions or during any periods of occupation as a statutory periodic tenant.

IMPORTANT

This document is intended to create a legally binding contract between the parties set out. Failure to comply with the terms of this Agreement may result in court action being taken against you. Signing this tenancy makes all parties joint and severally liable including Guarantors. You should consult a solicitor or other legal representative if you have any questions BEFORE you sign this document.